IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO. 92 OF 2004.

Sadanand A. Shetty. ..Plaintiff.

VERSUS.

Pradeep Jain & Ors. ..Defendants.

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A. M. Purnak i/b M/s. Purnak & Co., for the plaintiffs.

None for the defendants.

Coram: V.M.KANADE, J.
Date: August 25, 2004.

P.C.

1. Heard the learned counsel appearing on behalf of the plaintiff. None appears on behalf of the defendant though they are served.

2. The plaintiff has filed affidavit of service of Shri.S.B.Rane, Bailiff working in the office of Sherrif of Mumbai. The defendant has refused to accept service. The original writ of summons is taken on record. The plaintiff has filed original documents which are marked as Exhibit -"A" colly. The plaintiff has filed the suit for the recovery of an amount of Rs.21,53,886/- with interest on 10,17,000/- at the rate of 18% from the date of filing of the suit till the

repayment. The plaintiff had stood as guarantor in respect of the various transactions which were entered into by the defendant. Since the defendant did not pay the said amount, as the guarantor the plaintiff had to pay the amount. The plaintiff has filed the suit for the recovery of the amount from the Principal borrower, i.e. the defendant. None appears on behalf of the defendant. Original documents are taken on record and marked "A"-colly. In the circumstances, the suit is decreed in terms of the prayer clause. Plaintiff shall be entitled to the refund of court fees as permitted under the rules.

(V.M.KANADE,J.)

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